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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

STACIA STINER; RALPH CARLSON, in his  
capacity as Trustee of the Beverly E. Carlson and  
Helen V. Carlson Joint Trust; LORESIA  
VALLETTE, in her capacity as representative of  
the Lawrence Quinlan Trust; MICHELE LYTLE,  
in her capacity as Trustee of the Boris Family  
Revocable Trust; RALPH SCHMIDT, by and  
through his Guardian Ad Litem, HEATHER  
FISHER; PATRICIA LINDSTROM, as successor-  
in-interest to the Estate of ARTHUR  
LINDSTROM; BERNIE JESTRABEK-HART;  
and JEANETTE ALGARME; on their own  
behalfes and on behalf of others similarly situated,

Plaintiffs,

v.

BROOKDALE SENIOR LIVING, INC.;  
BROOKDALE SENIOR LIVING  
COMMUNITIES, INC.; and DOES 1 through 100,  
Defendants.

Case No. 4:17-cv-03962-HSG

**STIPULATED INJUNCTION AND  
ORDER**

Judge: Hon. Haywood S. Gilliam, Jr.

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14 Attorneys for Defendants  
15 BROOKDALE SENIOR LIVING INC.  
and BROOKDALE SENIOR LIVING  
16 COMMUNITIES, INC.

1 This injunction (“Injunction”) is entered into and shall be enforceable against Brookdale  
 2 Senior Living, Inc. and Brookdale Senior Living Communities, Inc. (collectively, “Brookdale” or  
 3 “Defendants”).

4 As referenced herein, the term “Certified Brookdale RCFEs” means the following  
 5 residential care facilities for the elderly (“RCFEs”) that are owned, operated, or managed by  
 6 Brookdale: Brookdale Brookhurst, Brookdale Scotts Valley, and Brookdale San Ramon.

7 This Court has jurisdiction over the Parties and the claims asserted by the Plaintiffs in this  
 8 action. Within thirty (30) days of the date the Court grants final approval of the Parties’ Class  
 9 Action Settlement Agreement (“Class Agreement”) in this action, Brookdale shall begin  
 10 implementing the following injunctive relief, except where a different timeframe is required by the  
 11 Class Agreement:

#### 12 ACCESS BARRIER CLAIMS

13 1. **Brookdale Brookhurst.** Defendants agree to bring the interior and exterior  
 14 common areas of Brookdale Brookhurst into compliance with the 2010 Americans with  
 15 Disabilities Act Accessibility Standards (“2010 ADAS”). Defendants also agree to make the  
 16 following counts of each type of resident units at Brookdale Brookhurst fully compliant with the  
 17 2010 ADAS, Section 223.3: 4 studio units, 4 one-bedroom units, 1 large one-bedroom unit, and 1  
 18 one-bedroom two-bath unit. Defendants also agree to renovate an additional 3 studio units, 4 one-  
 19 bedroom units, 1 large one-bedroom unit, and 1 one-bedroom two-bath unit to be compliant with  
 20 the 2010 ADAS, Section 233, subject to any relevant exceptions for residential dwelling units set  
 21 forth in the relevant 2010 ADAS provisions. All units being renovated pursuant to this Section  
 22 shall provide a roll-in shower compartment that complies with the 2010 ADAS Section 608.2.2 or  
 23 an alternate roll-in shower compartment that complies with the 2010 ADAS Section 608.2.3. If a  
 24 resident or potential resident requires a 2010 ADAS, Section 223.3 compliant unit and no units of  
 25 the type being considered by the resident or potential resident (*e.g.*, studio, one-bedroom, etc.) are  
 26 available, Defendants, as long as they are operating the community, shall provide a 2010 ADAS,  
 27 Section 223.3 compliant unit of the same type, either by renovating one of the 2010 ADAS,  
 28 Section 223 units of the same type, if available, or by renovating any other vacant unit in

Case No. 4:17-cv-03962-HSG

1 Brookdale Brookhurst of the same type. For example, if a resident who requires a 2010 ADAS  
2 Section 223.3 compliant unit requests a studio and all four studios that have been made compliant  
3 with the 2010 ADAS Section 223.3 are occupied, Defendants will either renovate one of the three  
4 2010 ADAS Section 233 studio units to be compliant with Section 223.3 or they will renovate  
5 another studio unit to be compliant with Section 223.3.

6       2.       **Brookdale San Ramon.** Defendants agree to bring the interior and exterior common  
7 areas of Brookdale San Ramon into compliance with the 2010 ADAS. Defendants also agree to  
8 make at least the following counts of each type of resident unit at Brookdale San Ramon fully  
9 compliant with the 2010 ADAS, Section 223.3: 3 studio units, 3 one-bedroom units. All of the units  
10 being renovated pursuant to this section shall provide a roll-in shower compartment that complies  
11 with the 2010 ADAS Section 608.2.2 or an alternate roll-in shower compartment that complies with  
12 the 2010 ADAS Section 608.2.3. Plaintiff Stacia Stiner shall be offered one of the studio units in  
13 the Brookdale San Ramon RCFE that Defendants have agreed to renovate to be compliant with  
14 2010 ADAS, Section 223.3, and she will be charged the same basic services rate for this renovated  
15 unit as she would owe for her current unit as of the date she moves into the renovated unit.

16       3.       **Brookdale Scotts Valley.** Defendants agree to bring the interior and exterior  
17 common areas of Brookdale Scotts Valley into compliance with the 2010 ADAS. Defendants also  
18 agree to make at least the following counts of each type of resident unit at Brookdale Scotts Valley  
19 fully compliant with the 2010 ADA, Section 223.3: 5 studio units, 5 one-bedroom units, 1 two-  
20 bedroom unit, 1 combined-unit. All of the units being renovated pursuant to this section shall provide  
21 a roll-in shower compartment that complies with the 2010 ADAS Section 608.2.2 or an alternate  
22 roll-in shower compartment that complies with the 2010 ADAS Section 608.2.3. Plaintiff Bernie  
23 Jestrabek-Hart shall be offered one of the 2010 ADAS Section 223.3 renovated units at the Brookdale  
24 Scotts Valley RCFE that is either of like-type to her current unit or smaller than her current unit (*e.g.*, a  
25 studio unit), depending on preference and availability. Defendants will charge Plaintiff Bernie  
26 Jestrabek-Hart the same basic services rate for this renovated unit as she would owe for her current  
27 unit as of the date she moves into the renovated unit or, if she selected a smaller unit, the market  
28 rate for such unit.

1           4. Pursuant to applicable law, Defendants shall not require any resident who needs an  
2 accessible room to pay for the remediation set forth in this Injunction. Defendants will not require  
3 any resident at any Certified Brookdale RCFE who needs a modification to their unit to  
4 accommodate his or her mobility and/or vision disability to pay for such modifications.

5           5. Pursuant to 28 C.F.R. § 36.406(a)(5)(ii), “[n]ewly constructed or altered facilities  
6 or elements covered by §§ 36.401 or 36.402 that were constructed or altered before March 15,  
7 2012 and that do not comply with the 1991 Standards shall, on or after March 15, 2012, be made  
8 accessible in accordance with the 2010 Standards.” Elements of Brookdale Brookhurst, Brookdale  
9 San Ramon, or Brookdale Scotts Valley that comply with the 1991 Standards and have not been  
10 altered since March 15, 2012 are not required to be brought into compliance with the 2010  
11 Standards in accordance with 28 C.F.R. § 36.406(a)(5)(ii).

12           6. Except as otherwise provided in Section 8 below, Defendants shall complete the  
13 access work specified in Sections 1, 2, and 3 within five years from the date the Court enters final  
14 approval of this Injunction.

15           7. Defendants shall make a good faith effort to prepare designs and plans of the access  
16 work set forth in Section 1, including the cost estimate for this work, no later than June 1, 2025.  
17 Defendants shall make a good faith effort to prepare designs and plans of the access work set forth in  
18 Sections 2 and 3, including the cost estimate for this work, within one year from the date the Court  
19 enters final approval of this Injunction.

20           8. Defendants shall complete remediation of all barriers presumed to be readily  
21 achievable in the U.S. Department of Justice’s Technical Assistance Manual within two years of  
22 the date the Court enters final approval of this Injunction.

23           9. The Parties shall negotiate and agree upon a certified/licensed architect with a  
24 CASp certification (the “CASp Architect”) to oversee the work described in Sections 1, 2, and 3.  
25 If the Parties cannot agree on the CASp architect, one shall be appointed by the Court.

26           10. Prior to submitting plans to the local building department for approval, Defendants  
27 shall submit such plans to Class Counsel and to the mutually-agreed upon CASp Architect. Class

28 Counsel shall submit all objections to the plans or designs thirty (30) days thereafter. Counsel for the

1 Parties shall meet and confer regarding any objections. Class Counsel, accompanied by Defendants'  
2 Counsel and the CASp Architect, may inspect the completion of the work set forth in Sections 1,  
3 2, and 3. Any revisionary work required by the CASp Architect will be completed within a  
4 reasonable amount of time, as determined by the CASp Architect.

5 11. The deadlines and timeframes set forth in Sections 6, 7, and 8 are agreed to in good  
6 faith and are contingent on conditions outside the Parties' control that may result in delaying the  
7 plans, designs, and/or ability to complete the alterations. These conditions may include, but are not  
8 limited to: (a) the failure of requisite third parties and governing authorities to approve of plans  
9 and designs and/or to issue the necessary permits; (b) Acts of God, including flood, fire,  
10 earthquake or explosion; (c) acts of war, invasion, terrorist threats or acts, riot or other civil unrest;  
11 (d) national or regional emergencies; (e) strikes, labor stoppages or slowdowns, or other industrial  
12 disturbances; (f) epidemic or pandemic; (g) shortage of adequate supplies and equipment; or (h)  
13 shortage of power or transportation facilities.

14 12. Any and all alterations set forth in Sections 1, 2, and 3 of the Injunction are  
15 conditioned on such alterations not diminishing the structural integrity of the respective Certified  
16 Brookdale RCFEs and otherwise not being structurally infeasible, as determined by the CASp  
17 Architect.

18 13. In addition to their obligations under sections 14, 15, and 16, Defendants will  
19 notify Class Counsel of any change in owner/licensee/lessee as it pertains to any of the Certified  
20 Brookdale RCFEs. In the event Defendants or their affiliates cease owning, managing, operating,  
21 or leasing any of the Certified Brookdale RCFEs, Defendants agrees to offer the subsequent owner,  
22 operator, manager, or lessor/lessee, as applicable, a capital expenditure credit in an amount that is  
23 equivalent to the amount necessary to complete any remaining work contemplated by Sections 1,  
24 2, and 3. The capital expenditure credit will be based on the design, scope, and cost to perform or  
25 otherwise complete the respective work.

26 14. The Parties understand that Brookdale Brookhurst is a leased Brookdale RCFE and  
27 that Defendants do not have control over the status of the Brookdale Brookhurst lease. Defendants  
28 are engaged in good faith efforts, and will continue to engage in good faith efforts, to enter

1 agreement with the landlord of Brookdale Brookhurst wherein the landlord agrees to either (a)  
2 commit to making the changes required by this Injunction, using the capital expenditure credit as  
3 referenced in Section 13, or (b) allow Defendants to oversee the completion of the work set forth  
4 in Section 1. Plaintiffs will be designated as a third-party beneficiary to this anticipated agreement,  
5 regardless of which option is chosen. However, if no agreement is reached by June 1, 2025,  
6 Defendants shall deposit the amount of the capital expenditure credit referenced in Section 13 in  
7 an interest-bearing escrow account under the jurisdiction of the Northern District of California no  
8 later than July 1, 2025. The funds in that account shall be used exclusively for the remediation  
9 described in Section 1, whether the work is performed by Defendants, the owner/landlord, or any  
10 other entity. If the work cannot be completed within five years of July 1, 2025 due to factors  
11 outside the Parties' control, the funds shall be returned to Defendants. If Defendants and the  
12 landlord reach an agreement after July 1, 2025, but prior to the expiration of this five-year period,  
13 then the escrow funds will be returned to Defendants to be used to complete the remediation work  
14 referenced in Section 1.

15 15. Defendants agree to comply with the obligations set forth in Section 2 of this  
16 Injunction so long as Defendants or their affiliates continue to own, operate, or manage Brookdale  
17 San Ramon. If Defendants or their affiliates enter into a purchase agreement for the sale of  
18 Brookdale San Ramon prior to the completion of the work referenced in Sections 2, Defendants  
19 agree to either (a) complete the work referenced in Sections 2 prior to closure; (b) include in the  
20 purchase agreement a provision that the purchaser will complete the work required by Section 2  
21 by the timeframes set forth herein, and Plaintiffs shall be made a third party beneficiary of this  
22 provision of the purchase agreement; or (c) include in the purchase agreement a provision that the  
23 purchaser will allow Defendants to complete the work referenced in Section 2 by the timeframes  
24 set forth herein, and Defendants will complete the work set forth in Section 2 during the  
25 timeframes set forth herein.

26 16. Defendants agree to comply with the obligations set forth in Section 3 of this  
27 Injunction so long as Defendants or their affiliates continue to own, operate, or manage Brookdale  
28 Scotts Valley. If Defendants or their affiliates enter into a purchase agreement for the sale of

10/30/25

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Case No. 4:17-cv-03962-HSG



1 Brookdale Scotts Valley prior to the completion of the work referenced in Section 3, Defendants  
 2 agree to either (a) complete the work referenced in Section 3 prior to closure; (b) include in the  
 3 purchase agreement a provision that the purchaser will complete the work required by Section 3  
 4 by the timeframes set forth herein, , and Plaintiffs shall be made a third party beneficiary of this  
 5 provision of the purchase agreement; or (c) include in the purchase agreement a provision that the  
 6 purchaser will allow Defendants to complete the work referenced in Sections 3 by the timeframes  
 7 set forth herein, and Defendants will complete the work set forth in Section 3 during the  
 8 timeframes set forth herein.

### 9 **TRANSPORTATION CLAIMS**

10 17. Defendants agree that the current terms of the transportation policy known as the  
 11 “Transporting Residents on Community Vehicles Policy” will remain in effect and will not be  
 12 modified or altered in the future as it pertains to the provision permitting residents to remain on  
 13 wheelchairs, scooters, or other powered mobility aids while being transported on a Brookdale  
 14 RCFE vehicle (“Optional Transfer Provision”), consistent with the current language contained in  
 15 the Transporting Residents on Community Vehicles Policy.

16 18. In the event applicable laws and/or regulations change such that the Optional  
 17 Transfer Provision in the Transporting Residents on Community Vehicles Policy violates  
 18 applicable laws and/or regulations, Defendants are expressly permitted to modify the terms of the  
 19 Transporting Residents on Community Vehicles Policy in order to remain compliant with  
 20 applicable laws and/or regulations.

### 21 **EMERGENCY EVACUATION CLAIMS**

22 19. To the extent not already included in the respective emergency evacuation plans for  
 23 Brookdale San Ramon and Brookdale Scotts Valley, Defendants will incorporate the following  
 24 elements in the emergency evacuation plans for these respective Brookdale RCFEs:

25 a. All of the elements required by Cal. Health & Safety Code § 1569.695, as  
 26 provided for in the 2019 version of the LIC 610E form;

27 b. Identification of assembly areas at the respective Brookdale RCFEs that are  
 28 accessible to persons with mobility and/or vision disabilities within the meaning of the 2010  
 1088797



1 ADAS, which will be communicated to staff and residents;

2 c. Contracting with transportation services that are able to deploy, to the  
3 extent available at the time of the subject evacuation, vehicles with the capacity to carry the  
4 required mobility devices for residents at the respective Brookdale RCFEs, to be available at the  
5 relocation site;

6 d. Possessing equipment and fuel sufficient for the respective Brookdale  
7 RCFEs to be self-reliant in their provision of services to residents, including residents with  
8 disabilities, for a period not less than 72 hours during a power outage;

9 e. Providing 24-hour notice to residents at the respective Brookdale RCFEs of  
10 all emergency drills being conducted, which expressly communicate the opportunity for (but do  
11 not require) resident participation in such drills;

12 f. Conducting a quarterly discussion at the respective Brookdale RCFE  
13 Resident and Family Council meetings to explain the emergency procedures, obtain participant  
14 feedback and, where possible, incorporate this feedback into future planning;

15 g. Maintaining a database of each resident's evacuation ability at the  
16 respective Brookdale RCFEs, including the type of mobility device used, the unit/floor of  
17 residence, and the identification of other known disabilities that may affect a resident's evacuation  
18 ability, which is to be reviewed semi-annually and updated based on a change in resident  
19 needs; and

20 h. Requiring that, at least once a year, an authorized and designated Brookdale  
21 RCFE employee signs a statement, which Defendants will maintain, that the respective Brookdale  
22 RCFE stairwell contains a working evacuation chair in the appropriate location and that staff have  
23 been trained on the use of such evacuation chairs.

#### 24 **STAFFING DISCRIMINATION CLAIMS & STAFFING CLAIMS**

25 20. Defendants will instruct all sales personnel and Executive Directors at Brookdale  
26 Scotts Valley and Brookdale San Ramon to refrain from making any oral or written statements to  
27 current or prospective residents (and, if applicable, family members or representatives of current  
28 or prospective residents) that: (a) resident assessments are the only factor used to determine set

Case No. 4:17-cv-03962-HSG (

1 monitor staffing levels at these respective Brookdale RCFEs, and (b) these respective Brookdale  
2 RCFEs adjust staffing levels whenever a new resident is admitted or an existing resident's needs  
3 change.

4 21. Defendants will continue to include the following language in the version of the  
5 California Residency Agreement currently approved by the California Department of Social  
6 Services:

7 The care and services provided to you are based on your  
8 health assessment and Personal Service Plan. The Personal  
9 Service Plan is specific to the care and services provided to  
10 Resident is not related to the care and services collectively  
11 provided to other residents in the Community. We do not  
12 make any express or implied warranties or representations  
13 with regard to the care, services, and staffing offered, and  
14 any such warranties and representations are expressly  
15 disclaimed. We will make good faith efforts to provide the  
16 care and services as indicated in your Personal Service Plan.  
17 However, due to unforeseen circumstances, your care and  
18 services may be provided at a different time or in a different  
19 manner than indicated in your Personal Service Plan. You  
20 further understand that any change in your Personal Service  
21 Plan may not result in a change in the level of staff providing  
22 care and services at the Community.

23 22. In setting staffing levels, personnel at Brookdale San Ramon and Brookdale Scotts  
24 Valley will continue to consider and apply a reasonable determination of the staffing hours  
25 reasonably required to perform the care tasks needed by the residents, as determined by the  
26 assessment procedures, the experience and/or education of the staff, the ability of staff to perform  
27 various tasks in parallel, the physical layout of the facility, and the reasonable discretion of the  
28 Executive Director and/or department coordinators to ensure the appropriate amount of staff

4038757.1

1 Personnel at Brookdale San Ramon and Brookdale Scotts Valley will continue internal  
2 monitoring procedures related to the above-referenced staffing levels.

3       23. On a semi-annual basis beginning six months after the entry of this Injunction, and  
4 for a period of two years thereafter, Defendants will provide Plaintiffs' Counsel with an attestation  
5 from the respective Executive Director or designee at Brookdale San Ramon and Brookdale Scotts  
6 Valley verifying that staffing was provided at a level consistent with the respective Brookdale  
7 RCFE's reasonable determinations of the staffing hours for personnel who provide direct care to  
8 residents ("Care Staff"). This attestation shall also include the following information: (a) a  
9 statement that the Executive Director or designee reviewed benchmarks, census, and actual  
10 staffing data for the Care Staff at the respective Brookdale RCFE, including but not limited to  
11 agency staffing, (b) identification of the source from which the staffing information came (*e.g.*,  
12 punch detail or other payroll data), (c) whether the total staffing hours at the respective Brookdale  
13 RCFE were below the Service Alignment benchmarks for Care Staff, for each month in the quarter  
14 preceding the submission of the report, and (d) if the total staffing hours were below the Service  
15 Alignment benchmarks for the Care Staff during any particular month in that quarter, an  
16 explanation as to why. In the event Plaintiffs have concerns with the explanation of why staffing  
17 levels were below the benchmarks during the quarter, the Parties shall meet and confer to discuss  
18 same.

19       24. The Parties expressly understand and agree that any information provided pursuant  
20 to Section 23 and/or exchanged in the meet and confer process shall remain confidential and shall  
21 be used only for the purpose of enforcing the meet and confer and reporting provisions set forth in  
22 Section 23 and not for any other purpose, including in connection with any future litigation. If  
23 either Party contends the other Party is not meeting and conferring in good faith under Section 23,  
24 that Party may seek court enforcement limited to the meet and confer and/or reporting obligations  
25 under Section 23.

#### 26                                   OTHER PROVISIONS

27       25. Nothing stated in this Injunction shall relieve Brookdale from complying with any  
28 other applicable federal or state law or regulation.

27. The Parties shall meet and confer regarding any disputes related to the terms of this Injunction, and Defendants shall have at least 60 days to cure any conduct determined to deviate from said terms unless such deviation is due to conditions outside Defendants' control (*e.g.*, third party involvement). However, this provision shall not apply to the terms and provision set forth in Section 7 of this Injunction.

28. The Parties agree that the following events could prevent, limit, or delay Defendants' ability to meet the obligations set forth in this Injunction: (a) Defendants becomes insolvent or file for bankruptcy, (b) any change in applicable laws, rules, or regulations, or any order California's Department of Social Services or other governing body/enforcement agency, that conflicts with a provision of this Injunction, (c) any Brookdale RCFE that is the subject of this Injunction ceases being licensed as an RCFE, whether because the RCFE license is revoked or otherwise, or (d) events outside the Parties' control, including, but not limited to, (1) Act of God, including flood, fire, earthquake or explosion; (2) acts of war, invasion, terrorist threats or acts, riot or other civil unrest; (3) national or regional emergency; (4) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (5) epidemic or pandemic. In such circumstances, Defendants' obligations under this Injunction will be limited with respect to the affected Brookdale RCFE the extent that the event necessitates such a limitation.

29. The Parties mutually agree not to retaliate against each other on account of their participation in the Lawsuit or on account of having aided or encouraged other residents to participate in the Lawsuit.

1 IT IS SO STIPULATED.

2 DATED: March 17, 2025

Respectfully submitted,

3 SCHNEIDER WALLACE COTTRELL KONECKY LLP

4

5 By: /s/ Guy B. Wallace  
Guy B. Wallace

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7 Attorneys for Plaintiffs and the Certified Subclasses

8

9 DATED: March 17, 2025

ROSEN BIEN GALVAN & GRUNFELD LLP

10 By: /s/ Gay Crosthwait Grunfeld  
Gay Crosthwait Grunfeld

11

12 Attorneys for Plaintiffs and the Certified Subclasses

13

14 DATED: March 17, 2025

STEBNER GERTLER & GUADAGNI

15

16 By: /s/ Kathryn A. Stebner  
Kathryn A. Stebner

17

18 Attorneys for Plaintiffs and the Certified Subclasses

19

20 DATED: March 17, 2025

MARKS, BALETTE, GIESSEL  
& YOUNG, P.L.L.C.

21 /s/ David T. Marks  
David T. Marks

22

23 Attorneys for Plaintiffs and the Certified Subclasses

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28 [4638797.7]

1  
2 DATED: March 17, 2025

MOORE & LEE, P.C.

3 By: /s/ Erica Rutner

4 Erica Rutner

5 Attorneys for Defendants BROOKDALE SENIOR  
6 LIVING, INC. and BROOKDALE SENIOR LIVING  
7 COMMUNITIES, INC.

8 IT IS SO ORDERED, ADJUDGED AND DECREED.

9  
10 DATED: 10/31/2025

11   
12 Honorable Haywood S. Gilliam, Jr.